

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Northern Division)

NANCY J. WHALEN

Plaintiff

CIVIL ACTION

v.

RDB 02 CV 191

NUCAR CONNECTION, INC., et al.

Defendants

DEFENDANT UNIVERSAL'S ANSWER
TO PLAINTIFF'S AMENDED COMPLAINT

Defendant Universal Underwriters Insurance Company, by its attorney, answers Plaintiff Nancy J. Whalen's Amended Complaint in the following manner:

1. It admits the truth of the allegations in the similarly numbered paragraph of the Amended Complaint.
2. It admits the truth of the allegations in the similarly numbered paragraph of the Amended Complaint.
3. It admits the truth of the allegations in the similarly numbered paragraph of the Amended Complaint.
4. It admits the truth of the allegations in the similarly numbered paragraph of the Amended Complaint.
5. It denies there is jurisdiction under 28 U.S.C. § 1331 as the amended

complaint does not raise a federal question, but it admits that the amended complaint sets forth allegations that on their face establish a jurisdictional basis under 28 U.S.C. § 1332 based on diversity of citizenship and amount in controversy.

Count I

6. It admits that the automobile accident happened on the date, time and roadway alleged. It is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in the similarly numbered paragraph of the Amended Complaint.

7. It is without knowledge or information sufficient to form a belief as to the truth of the similarly numbered paragraph of the Amended Complaint.

8. It is without knowledge or information sufficient to form a belief as to the truth of the similarly numbered paragraph of the Amended Complaint.

9. It is without knowledge or information sufficient to form a belief as to the truth of the similarly numbered paragraph of the Amended Complaint.

Count II

10. It incorporates its response to paragraphs 1 through 9 in response to the similarly numbered paragraph of the Amended Complaint.

11. It is without knowledge or information sufficient to form a belief as to the truth of the similarly numbered paragraph of the Amended Complaint.

12. It is without knowledge or information sufficient to form a belief as to the truth of the similarly numbered paragraph of the Amended Complaint.

13. It is without knowledge or information sufficient to form a belief as to the

truth of the similarly numbered paragraph of the Amended Complaint.

14. It is without knowledge or information sufficient to form a belief as to the truth of the similarly numbered paragraph of the Amended Complaint.

Count III

15. It incorporates its response to paragraphs 1 through 6 and 11 through 14 in response to the similarly numbered paragraph of the Amended Complaint.

16. It is without knowledge or information sufficient to form a belief as to the truth of the similarly numbered paragraph of the Amended Complaint.

Count IV

17. It incorporates its response to paragraphs 1 through 9 in response to the similarly numbered paragraph of the Amended Complaint.

18. It admits the truth of the allegations in the similarly numbered paragraph of the Amended Complaint.

19. It denies the truth of the allegations in the similarly numbered paragraph of the Amended Complaint.

20. It is without knowledge or information sufficient to form a belief as to the limits of liability insurance covering Temper. It denies the truth of the remaining allegations in the similarly numbered paragraph of the Amended Complaint.

21. It denies the truth of the allegations in the similarly numbered paragraph of the Amended Complaint.

Count V

22. It incorporates its response to paragraphs 1 through 21 in response to the

similarly numbered paragraph of the Amended Complaint.

23. It admits that Count V makes a claim for declaratory relief.

24. It admits that it issued an insurance policy to NuCar Connection, Inc. that provides a multiple lines of insurance coverage, including liability coverage for certain motor vehicle risks. It otherwise denies the truth of the remaining allegations in the similarly numbered paragraph of the Amended Complaint.

25. It denies the truth of the allegations in the similarly numbered paragraph of the Amended Complaint.

26. It admits that the insurance policy it issued to NuCar Connection, Inc. provides \$20,000,000 of umbrella liability coverage in Coverage Part 980 for certain insureds and certain risks, but denies that that insurance coverage applies to Defendant Barbara Dunn.

27. It denies the truth of the allegations in the similarly numbered paragraph of the Amended Complaint.

28. It denies the truth of the allegations in the similarly numbered paragraph of the Amended Complaint.

GENERAL DENIAL

29. It generally denies liability.

FIRST AFFIRMATIVE DEFENSE

30. It did not contract as alleged.

SECOND AFFIRMATIVE DEFENSE

31. It is not obligated to provide uninsured or underinsured motorist coverage.

THIRD AFFIRMATIVE DEFENSE

32. The Plaintiff is not legally entitled to recover damages from any tortfeasor whose liability insurance is less than the uninsured or underinsured motorist coverage it provided.

FOURTH AFFIRMATIVE DEFENSE

33. The Plaintiff is not entitled to recover uninsured or underinsured motorist coverage.

FIFTH AFFIRMATIVE DEFENSE

34. The Plaintiff assumed the risk.

SIXTH AFFIRMATIVE DEFENSE

35. The Plaintiff was contributorily negligent.

SEVENTH AFFIRMATIVE DEFENSE

36. Coverage Part 900 does not apply.

EIGHTH AFFIRMATIVE DEFENSE

37. Defendant Barbara Dunn is not an insured under Coverage Part 980 of the policy.

Respectfully submitted,

Andrew Janquitto /s/

Andrew Janquitto
Mudd, Harrison & Burch
105 West Chesapeake Avenue
300 Jefferson Building
Towson, Maryland 21204
410 828 1335
Fed. Bar. # 06637

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed or efiled on June 30, 2003, to each of the following:

Douglas W. Biser
Mudd, Harrison & Burch
105 West Chesapeake Avenue
300 Jefferson Building
Towson, Maryland 21204

Paul D. Bekman, Esquire
Salsbury Clements Bekman Marder & Adkins, LLC
300 West Pratt Street
Suite 450
Baltimore, Maryland 21201

David F. Ryder, Esquire
Brault, Graham, Scott & Brault, LLC
101 South Washington Street
Rockville, Maryland 20850

Russell Fields, Esquire
Simmons, Fields & Fanshaw
1 North Charles Street, Suite 20
Baltimore, Maryland 21201

Andrew Janquitto /s/

Andrew Janquitto